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A depositor may recover substantial damages from a bank improperly dishonoring his check, if he is a merchant. Some courts recognize no distinction where the depositor is not a trader, but the general rule is that the ordinary depositor may recover nominal damages only, unless special damage is proved. *Third Nat. Bank v. Ober* (1910, C. C. A. 8th) 178 Fed. 678; *Grenada Bank v. Lester* (1921, Miss.) 89 So. 2. The court in the instant case extended the rule providing for the recovery of substantial damages to a depositor who was merely a fiduciary. The case would probably not be followed by these courts which allow only merchant depositors to recover substantial damages, since the injury did not affect the plaintiff's credit in his own business. For a discussion of the subject, see (1920) 30 YALE LAW JOURNAL, 194.

INSURANCE—MUTUAL BENEFIT SOCIETIES—BY-LAW ABOLISHING PRESUMPTION OF DEATH.—The defendant, a mutual benefit society, expressly reserved in its contract of insurance the privilege to bind members by subsequently enacted by-laws. This was also allowed by statute. Colo. Sess. Laws, 1911, ch. 139, sec. 8. After issuance of the certificate in suit, but before the insured's disappearance, the society enacted a by-law to the effect that absence without communication should never entitle a beneficiary to recover on the certificate, until the full term of the member's expectancy had expired, and provided that up to such expiration premiums had been duly paid. *Held*, that the plaintiff should recover, as the by-law was unreasonable, even though the certificate provided that the member should be bound by all future changes in the by-laws, and notwithstanding the statute. *Modern Woodmen of American v. White* (1921, Colo.) 199 Pac. 965.

How far mutual benefit societies may affect the rights of members by amending their by-laws, even when the privilege to amend is expressly reserved, is uncertain. See (1912) 26 HARV. L. REV. 180; COMMENTS (1915) 24 YALE LAW JOURNAL, 337. But it is generally held that amendments which are unreasonable are not binding. COMMENTS (1917) 26 YALE LAW JOURNAL, 239. By the weight of authority the amendment in the instant case is not binding because unreasonable. *Fryer v. Modern Woodmen of America* (1920, Iowa) 179 N. W. 160; *Hannon v. Grand Lodge* (1917) 99 Kan. 734, 163 Pac. 169; see L. R. A. 1917 C, 1032, note; *contra*, *Steen v. Modern Woodmen of America*, (1921) 296 Ill. 104, 129 N. E. 546. For a discussion, see (1921) 30 YALE LAW JOURNAL, 300.

JURISDICTION—SERVICE OF PROCESS ON CORPORATION'S LOCAL MANAGING AGENT—ADVERTISEMENTS AS EVIDENCE OF AGENCY.—The plaintiff, engaged in business in New York, entered into a contract in Chicago with the defendant, an Illinois corporation. Difficulties arose and the plaintiff caused a summons to be served upon one Besser, as the defendant's New York managing agent. It appeared, however, that Besser was merely a broker, selling goods on commission for many concerns. But the defendant had frequently advertised that it maintained a New York office with Besser in charge. *Held*, that the advertisements justified the conclusion that Besser was, in fact, a managing agent. *Dreher v. Western Doll Mfg. Co.* (1921) 198 App. Div. 21, 189 N. Y. Supp. 422.

Section 229 of the New York Civil Practice Act authorizes service of summons upon the managing agent of a foreign corporation. In the instant case, all orders were accepted and accounts settled in Chicago, so it seems impossible to consider the defendant as "doing business" in New York to such an extent as to render it subject to that state's jurisdiction. See (1921) 31 YALE LAW JOURNAL, 205. The mere fact that the defendant sold goods in New York did not constitute "doing business" there. *Day v. Schiff-Lang* (1921, D. C. S. D. N. Y.) 66 N. Y. L. JOUR. 611 (Nov. 21, 1921). But the decision may be supported on the ground that the